

Docket Number: 20518/10/25.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Ferguson et al. Conf. No.: 4461

Serial Number: 09/892,593 Art Unit: 3763

Filed: June 27, 2001 Examiner: Catherine Serke

For: **SAFETY SHIELD FOR MEDICAL NEEDLES**

RECEIVED

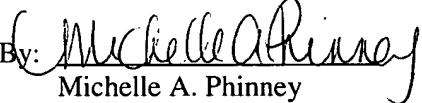
OCT 02 2003

TECHNOLOGY CENTER 43700

CERTIFICATE OF MAILING

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage in an envelope addressed to the: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on:

Date: September 25, 2003

By: 
Michelle A. Phinney

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

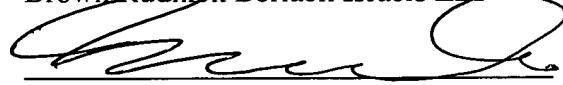
Sir:

CHANGE OF POWER OF ATTORNEY
AND
CORRESPONDENCE ADDRESS

Please immediately change the Power of Attorney and Correspondence Address for the above-identified patent application, as indicated by the attached document(s). Applicant asserts that the attached document establishes Applicant's right under 37 CFR § 3.73 to take action in the present Application.

Please telephone the undersigned, Applicant's Attorney, with any questions regarding the present Application.

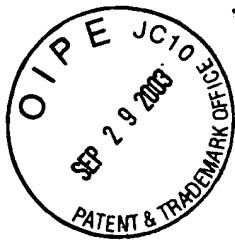
Respectfully submitted,
Brown Rudnick Berlack Israels LLP



Mark S. Leonardo
(Registration No. 41,433)

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One Financial Center
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Date: September 25, 2003



3763

PATENT

ATTY. DOCKET NUMBER: 20518/10/25.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT(S): Ferguson et al.

EXAMINER: Catherine Serke

SERIAL NUMBER: 09/892,593

ART UNIT: 3763

FILED: June 27, 2001

CONF. NO.: 4461

TITLE: SAFETY SHIELD FOR MEDICAL NEEDLES

RECEIVEDCommissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

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TECHNOLOGY CENTER R3700

STATEMENT UNDER 37 C.F.R. § 3.73 (b)
ESTABLISHING RIGHT OF ASSIGNEE TO TAKE ACTION

1. The assignee(s) of the entire right, title and interest hereby seek(s) to take action in the PTO in this matter.

IDENTIFICATION OF ASSIGNEE

2. Tyco Healthcare Group LP

Name of Assignee

CORPORATION

Type of Assignee

PERSON AUTHORIZED TO SIGN

3. Mark S. Leonardo

(Name of person authorized to sign on behalf of Assignee)

Attorney for Assignee

Title

CERTIFICATE OF MAILING under 37 C.F.R. § 1.8

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to the: Commissioner of Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on:

By Michelle A. Phinney
Michelle A. Phinney

September 25, 2003
Date

I, the person signing below, state that I am empowered to sign this statement on behalf of the Assignee.

BASIS OF ASSIGNEE'S INTEREST

Ownership by the assignee is established as follows:

1. An assignment from the inventor(s) of the matter identified above, which was recorded in the PTO at Reel: _____, Frame: _____.
2. An assignment (document) separately being submitted for recordal herewith.
3. An assignment document from the former assignee of the matter identified above, which was filed for recordation at the PTO on August 27, 2001 (a copy of which is attached hereto).



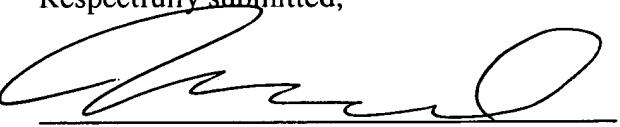
(Signature)

Mark S. Leonardo
(Name of authorized person)

Attorney for Assignee
Title

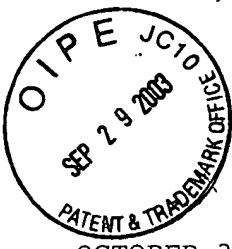
Dated: September 25, 2003

Respectfully submitted,



Mark S. Leonardo, Esq.
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OCTOBER 31, 2001

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BOSTON, MA 02111



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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

TECHNOLOGY CENTER RE

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/27/2001

REEL/FRAME: 012112/0459

NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

SAFETY SYRINGE CORPORATION C/O
SPECIALIZED HEALTH PRODUCTS
INTERNATIONAL, INC.

DOC DATE: 06/27/2001

ASSIGNEE:

TYCO HEALTHCARE GROUP LP
15 HAMPSHIRE STREET
MANSFIELD, MASSACHUSETTS 02048

SERIAL NUMBER: 09892593

FILING DATE: 06/27/2001

PATENT NUMBER:

ISSUE DATE:

TONYA LEE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

PATENT APPLICATION ASSIGNMENT

PATENT APPLICATION ASSIGNMENT ("Assignment") effective the 27th day of June, 2001 by Safety Syringe Corporation, a corporation of the State of Utah and wholly owned subsidiary of Specialized Health Products International, Inc., having an office at 585 West 500 South; Bountiful, Utah 84010 ("SSC"), and Tyco Healthcare Group LP, a Delaware Partnership having an office at 15 Hampshire Street, Mansfield, Massachusetts 02048 ("Kendall").

RECITALS

WHEREAS, SSC and Kendall are parties to a certain Development and License Agreement dated March 29, 2001; as amended, (the "Agreement"), under which SSC agrees to sell, and Kendall agrees to purchase, certain patents, technology and know-how owned by SSC in the design, development and manufacture of safety syringe and blood collection products as described in the Agreement (the "Inventions"); and

WHEREAS, included among the Inventions to be purchased by Kendall is the entire right, title and interest in and to a patent application entitled, SAFETY SHIELD FOR MEDICAL NEEDLES, (the "Application").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by SSC, SSC hereby agrees as follows:

1. Definitions. Terms not otherwise defined in this Assignment shall have the same respective meanings ascribed to them in the Agreement.

2. Assignment.

(a) SSC hereby sells, assigns and transfers to Kendall, its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all of the Inventions which are disclosed and claimed, and any and all of the Inventions which are disclosed but not claimed, in the Application, and in and to all United States and foreign patents issuing from the Application and all

divisional, continuing, substitute, renewal, reissue, and all other patents and applications for United States Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of the Inventions disclosed in the Application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on any such Inventions or improvements; and

(b) SSC authorizes and requests the Commissioner of Patents of the United States to issue to Kendall, its successors, assigns and legal representatives, in accordance with this Assignment, any and all United States Letters Patent on the Inventions or any of them disclosed in the Application; and

(c) SSC authorizes and agrees that Kendall may apply for and receive foreign Letters Patent or rights of any other kind for the Inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the Application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, at the expense of Kendall, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all such Inventions; execute all rightful oaths, agreements, powers of attorney and other papers; communicate to Kendall, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said Inventions and the history thereof; testify in all legal proceedings, and generally do everything possible which Kendall, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said Inventions and for vesting title to said Inventions and all applications for patents or

related foreign rights and all patents on such Inventions, in Kendall, its successors, assigns and legal representatives.

IN WITNESS WHEREOF, SSC has caused this Assignment to be executed as a sealed instrument as of the date below by its officer thereunto duly authorized.

SAFETY SYRINGE CORPORATION

By: Paul S. Evans
Name: Paul S. Evans
Title: Vice President
Date: June 27, 2001